



**Montana Fish,
Wildlife & Parks**

INVITATION FOR BID THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: **FWP #050086**

Bid Title: **Mailing System**

Pages: **1-8**

BIDS will be received and publicly opened at **2:00 p.m.** on:
Thursday, October 28, 2004

Issued by:
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

**FWP #050086
10/28/04**

RETURN YOUR BID TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:

Payment Terms: **Net 30 Days**

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 4/04

BILL TO: FISH WILDLIFE & PARKS
1400 S 19TH AVENUE
BOZEMAN MT 59718

F.O.B. ADDRESS: FISH WILDLIFE & PARKS
1400 S 19TH AVENUE
BOZEMAN MT 59718

Provide labor, equipment, materials, and incidentals for the installation of mailing system, Bozeman, Montana per the following minimum specifications:

1. **MAILING SYSTEM:**

- a. Must include base unit, three sheet stations, one folder and single insert station. Mailing system must not to exceed 12 feet in length. Mailing system must process up to 10 custom applications. Modular design to allow expansion up to 6 stations. Fold into Z, ½, C and letter fold. Must be able to process window envelopes with mailing address printed on the top, middle and bottom of the page. Load on the fly. Straight in-line material path.

Pitney Bowes DI800 FastPac Inserting System or approved equal

Brand/Model Bid:_____

2. **MAIL ADDRESSING SYSTEM:**

- a. To print on materials 3"X5" to 15" X 15.5" and up to 1/4" thick. Use 600 dpi ink-jets to print black ink. Contain 12 or more internal fonts. Include envelope designer software with clip art. Buffer to allow up to 99 addresses to be recovered for printing.

Pitney Bowes DA700 Series AddressRight or approved equal

Brand/Model Bid:_____

3. **MAILING SOFTWARE:**

- a. To enable mailings to qualify for U.S. Postage discount rates. Manage database to eliminate duplicate or undeliverable addresses, design envelopes. Detect matching names, addresses and phone numbers within all records using any field(s) and eliminate them into separate file. User defined list sorting. Capability to select mailing addresses randomly. Import and export information from databases or separate files. Unlimited number of addresses in storage.

SmartMailer 7 or approved equal

Brand/Model Bid:_____

4. **TRAINING:**

At no cost to Fish Wildlife & Parks (FWP), the vendor shall provide a qualified factory-authorized service representative for training at FWP Bozeman office as follows:

- a. Eight (8) hours operator training for mailing system.
- b. Four (4) hours operator training for mail addressing system

5. **MAINTENANCE:**

- a. Provide maintenance service during operation hours, 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, unless circumstances are approved to alter these hours. Response will be not more than two (2) hours from the time of the initial call.
- b. Carry sufficient supplies for repairs or have suitable delivery procedures to provide delivery of supplies within 24 hours.

- c. Provide trained personnel, employed directly by the contractor, who are thoroughly qualified, authorized and certified by the manufacturer to maintain and repair the equipment.
- d. Have ready access to the manufacturer's technical resources for problems that are beyond the scope of the contractor's sales/service staff.

6. **WARRANTY:**

- a. The contractor must warranty the system (software and equipment) to perform to the satisfaction of FWP for a period not less than 12 months from the date of acceptance. FWP will base system acceptance on successful system implementation, training and performance as determined per specifications.

7. **PRE-AWARD CONFERENCE & DEMONSTRATION:**

- a. Prior to preparation of the Purchase Order to the lowest qualified bidder, a review of the specifications and bidder's data -and- a product demonstration to ensure that the specifications have been met may be made. This conference and demonstration will be held at a location chosen by FWP.
- b. If a product demonstration is required, bidder must be prepared to demonstrate their equipment within 10 days after notification by FWP.
- c. Upon agreement between the successful bidder, FWP and the Department of Administration Information Technology Services Division, the Purchase Order will be issued.

8. **FWP RIGHT TO INVESTIGATE AND REJECT:**

- a. FWP may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. FWP reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror fails to satisfy FWP that the offeror is properly qualified to carry out the obligations of the contract. *This includes FWP's ability to reject the response based on negative references.*

9. **OFFEROR INFORMATIONAL REQUIREMENTS:**

- a. In determining the capabilities of an offeror to perform the product and services specified herein, the following informational requirements must be met by the offeror.

References. Offeror shall provide a minimum of two references that are using services of the type proposed in this limited solicitation. The references may include state government or universities where the offeror, preferably within the past three years, has successfully completed installation, training and maintenance on a similar mailing system proposed in this limited solicitation. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. FWP reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

10. **DELIVERY:**

- a. Delivery will be requested on or before **November 30, 2004**.

- b. The mailing system must be delivered, assembled, adjusted and all equipment installed and made ready for continuous operation. The offeror must examine the location to determine best method for on site delivery. Delivery shall be made during working hours, F.O.B. 1400 S 19th Avenue, Bozeman MT 59718. The offeror shall retain title and control of all goods until they are delivered. All risk of transportation and all related charges will be the responsibility of the offeror. The machine will be fully functional upon installation prior to acceptance by FWP.

11. **QUOTE SECTION:**

Provide labor, equipment, materials, and incidentals for the installation of mailing system, Bozeman, Montana per the above specifications

Cost: \$ _____

Delivery Date: _____

Warranty: _____

12. **OPTIONAL EQUIPMENT:**

Included in the mailing system bid package is a power stacker option that may be added to the base price of the mailing system. This option should be listed separately to the base bid and will only be purchased if funding is available. Optional item cost will not be a condition of award.

Power Stacker:

Cost \$ _____

Brand/Model Bid: _____

AWARD PROCESS:

Award will be on an **all-or-none** basis.

If soliciting other than as specified, then manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being solicited, may result in disqualification.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. FWP, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the FWP with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be received by the FWP, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.